

Attorney's Docket No. 042757/278587

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re: Kauffman *et al.*

Group Art Unit: 2661

Appl. No.: 09/890,185

Examiner Name: Unknown

Filed: July 30, 2001

Confirmation No.: 7548

For: METHOD AND SYSTEM FOR ROUTING CONTROL  
IN COMMUNICATION NETWORKS AND FOR SYSTEM CONTROL

RECEIVED  
CENTRAL FAX CENTER

JUN 16 2004

OFFICIAL

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

REVOCATION OF POWER OF ATTORNEY  
AND NEW POWER OF ATTORNEY BY ASSIGNEE

Assignee hereby revokes all powers of attorney previously granted with respect to the above-identified patent application, and appoints the practitioners associated with the Customer Number provided below to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith, and directs that all correspondence be addressed to that Customer Number:

Customer Number 00826

with full power of substitution and revocation to transact all business in the Patent and Trademark Office in connection therewith.

Please direct telephone calls to the attention of:

Henry B. Ward, III  
Registration No. 42,212  
Tel Charlotte Office (704) 444-1000  
Fax Charlotte Office (704) 444-1111

Assignee hereby elects under 37 C.F.R. § 3.71 to prosecute this patent application and certifies that it is the assignee of the entire right, title, and interest in the patent application identified above by virtue of a chain of title from the inventor(s) of the patent application identified above, to the current assignee as shown below:

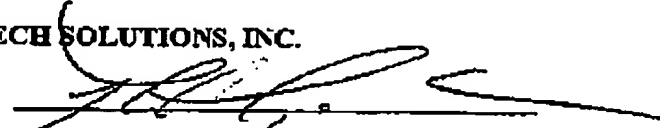
1. From: Stuart A. Kauffman and Tony A. Plate To: Bios Group  
The document was recorded in the Patent and Trademark Office at Reel \_\_, Frame \_\_, or a copy is attached hereto.
2. From: BiosGroup, Inc. To: NuTech Solutions, Inc.  
The document was recorded in the Patent and Trademark Office at Reel 014734, Frame 0264.

Revocation and New Power of Attorney  
Page 2

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the Assignee.

NUTECH SOLUTIONS, INC.

By:



TED GRABOWSKI

(Print or type name of person signing)

Title:

V.P. Business & Legal Affairs

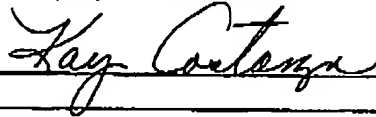
Date:

June 15, 2004

CUSTOMER NO. 00826  
ALSTON & BIRD LLP  
Bank of America Plaza  
101 South Tryon Street, Suite 4000  
Charlotte, NC 28280-4000  
Tel Charlotte Office (704) 444-1000  
Fax Charlotte Office (704) 444-1111

CERTIFICATION OF FACSIMILE TRANSMISSION

I hereby certify that this paper is being facsimile transmitted to the U.S. Patent and Trademark Office to  
Fax No. (703) 872-9306 on the date shown below.



6-16-2004  
Date

CLTD1/4652660v1

JOINT

## ASSIGNMENT

WHEREAS, WE, Stuart A. KAUFFMAN and Tony A. PLATE, citizens of the United States of America, respectively residing at 1811 S. Camino Cruz Blanca, Santa Fe, New Mexico 87501 and 812 Loma Boreal, Santa Fe, NM 87501, are the inventors of the invention in METHOD AND SYSTEM FOR DYNAMIC LOAD-BASED CONTROL OF ROUTING IN DATA COMMUNICATION NETWORKS AND OF CONTROL OF OTHER SYSTEMS, which we have executed a provisional application for a Patent of the United States

☐ which is executed on ☐ even date herewith or ☐ \_\_\_\_\_ (date)

☒ which is identified by Pennie & Edmonds LLP docket no. 9302-023-888

☒ which was filed on January 28, 1999 Provisional Application No. 60/117,663

and WHEREAS, BIOS GROUP LP, organized and existing under the laws of the state Delaware, and having an office for the transaction of business at 317 Paseo de Peralta, Santa Fe, New Mexico 87501, ASSIGNEE is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, WE, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States provisional application and all applications claiming priority thereto under 35 U.S.C. §119(e) and divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all corresponding utility application, divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date Jan 27, 2000

Stuart A. Kauffman

L.S.

Date \_\_\_\_\_, 2000

Tony A. Plate

L.S.

JAN 27 2000 12:52

PAGE 04

Date Jan 27, 2000 Stuart A. Kauffman L.S.  
Stuart A. Kauffman

State of

) SS.: )

in France

County of

In the State of \_\_\_\_\_, county of \_\_\_\_\_, on \_\_\_\_\_,  
before me, \_\_\_\_\_, Notary Public, personally appeared Stuart A. Kauffman, personally known to  
me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

JAN 27 2000 12:52

PAGE.05

JOINT

ASSIGNMENT

WHEREAS, WE, Stuart A. KAUFFMAN and Tony A. FLATE, citizens of the United States of America, respectively residing at 1811 S. Camino Cruz Blanca, Santa Fe, New Mexico 87501 and 812 Loma Boreal, Santa Fe, NM 87501, are the inventors of the invention in METHOD AND SYSTEM FOR DYNAMIC LOAD-BASED CONTROL OF ROUTING IN DATA COMMUNICATION NETWORKS AND OF CONTROL OF OTHER SYSTEMS, which we have executed a provisional application for a Patent of the United States

☐ which is executed on ☐ even date herewith or ☐ \_\_\_\_\_ (date)

☒ which is identified by Pennis & Edmonds as docket no. 9392-023-888  
☒ which was filed on January 28, 1999, Provisional Application No. 60/117,663

and WHEREAS, BIOS GROUP LP, organized and existing under the laws of the state Delaware, and having an office for the transaction of business at 317 Paseo de Peralta, Santa Fe, New Mexico 87501. ASSIGNEE is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, WE, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States provisional application and all applications claiming priority thereto under 35 U.S.C. §119(c) and divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all corresponding utility application, divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date \_\_\_\_\_, 2000 \_\_\_\_\_ L.S.  
Stuart A. Kauffman

Date 01/26/2000, 2000 \_\_\_\_\_ L.S.  
Tony A. Flate

DCI - 344135.1

PAGE.02

JAN 26 2000 18:04

Date 1-26-2000, 1999

Tony A. Plate

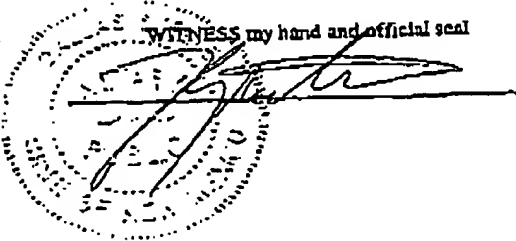
L.S.

State of NM

County of SANTA FE ) SS: )  
Commission Expires 7-22-2003

In the State of NEW MEXICO, county of SANTA FE, on 26 JAN 2000  
before me, DALLAS STEELE Notary Public, personally appeared Tony A. Plate, personally known to me on  
the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged  
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



PC-2401031

PAGE.03

JAN 26 2000 18:04

JUN 16 2004

T-058 P.001/007 F-787

OFFICIAL

This facsimile message and its contents are legally privileged and confidential information intended solely for the use of the addressee. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, copying or other use of this message and its contents is strictly prohibited. If you have received this telecopy in error, please notify us immediately by telephone and return the original message to us at the address shown below via the Postal Service. Thank You.

**ALSTON & BIRD LLP**

101 South Tryon Street, Suite 4000  
Charlotte, NC 28280-4000  
704-444-1000  
Fax: 704-444-1111

**TELECOPY**

PLEASE DELIVER AS SOON AS POSSIBLE

**Date:**

June 16, 2004

**Recipient:**

GROUP ART UNIT 2661

**Company:**

US Patent and Trademark Office

**Fax Number:**

(703) 872-9306

**Voice Number:**

**Sender:**

Kay Costanza

Administrative Patent Paralegal

**Message:**

\*\*OFFICIAL ENTRY of Revocation and New Power of Attorney  
For Application No. 09/890,185  
from Henry B. Ward, III  
Reg. No. 42,212

Number of Pages: (including cover page) **7**

**IF NOT RECEIVED PROPERLY, PLEASE NOTIFY US IMMEDIATELY AT.**

<b>USER CODE:</b>	<b>REQUESTED BY:</b> Kay Costanza
<b>CLIENT/MATTER:</b> 042757/278587	<b>OPERATOR:</b>

Alston & Bird